

Lincoln County, Oregon  
07/15/2016 01:17:54 PM  
DOC-E

2016-06663

Cnt=1 Pgs=3 Stn=29  
\$15.00 \$11.00 \$20.00 \$10.00 \$7.00 - Total=\$63.00



00122236201600066630030033

I, Dana W. Jenkins, County Clerk, do hereby certify  
that the within instrument was recorded in the Lincoln  
County Book of Records on the above date and time.  
WITNESS my hand and seal of said office affixed.

  
Dana W. Jenkins, Lincoln County Clerk



AFTER RECORDING RETURN TO:  
CITY OF NEWPORT  
169 SW COAST HIGHWAY  
NEWPORT, OR 97365

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

### 1. PARTIES:

Name: Port of Newport,  
Address: 600 SE Bay Blvd Newport, Oregon 97365, hereinafter referred to as "Grantor".

CITY OF NEWPORT, an Oregon Municipal Corporation, 169 SW Coast Highway, Newport, Oregon,  
97365, hereinafter referred to as "Grantee".

### 2. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Lincoln  
County, Oregon at:

See Exhibit A

### 3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a  
Temporary Construction Easement upon a portion of Grantor's property as shown in the map attached  
as EXHIBIT "A" incorporated herein.

### 4. STATEMENT OF PURPOSE:

The easement described above shall be used to construct a storm sewer drain pipe supporting the  
adjacent storm sewer improvements and for unrestricted ingress and egress to Grantor's  
property for the purpose of constructing the storm sewer and all related facilities. All land disturbed  
during construction activities within the temporary construction easement will be restored to original  
or better condition upon completion of construction, including landscaped areas.

### 5. TYPE OF EASEMENT:

The easement described above shall be non-exclusive except that Grantee shall have the exclusive  
right to construct the storm sewer and all related facilities within the easement. Grantor may use the  
surface of the easement provided such use does not interfere with Grantee's rights contained in this  
easement. Grantor shall not permit any other use or utilities to be located in the easement without the  
written consent of Grantee. Approved uses within the easement area shall consist of, but are not  
limited to, paved driveway or parking areas, trails, paths, or other uses that will not affect the ability of  
the City to access the slope area. Prohibited uses shall consist of, but are not limited to, buildings,  
structures, or any excavation or alteration of the earth slope. Placement of additional fill abutting the  
slope is acceptable. The easement shall perpetually encumber the property.

### 6. MAINTENANCE:

Grantee shall be responsible for the maintenance of the storm sewer located within the easement.  
Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use  
of the easement shall not unreasonably interfere with Grantor's use of its property.

## 7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the slope, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 6 above.

## 8. REMEDIES:

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

## 9. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

## 10. ATTORNEY FEE:

In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 6<sup>th</sup> day of July, 2016.

GRANTOR:

By: Walter Chuck

Walter Chuck, President

Port of Newport Board of Commissioners

STATE OF Oregon )

) ss.

County of Lincoln )

GRANTEE:

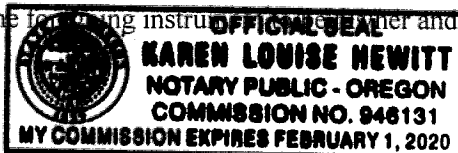
By: Spencer Nebel

Spencer Nebel, City Manager  
CITY OF NEWPORT

Personally appeared before me this 6<sup>th</sup> day of July, 2016,

WALTER CHUCK, PRESIDENT for PORT OF NEWPORT COMMISSION and

acknowledged the foregoing instrument as his/her and  
act and deed.



PORT OF NEWPORT's voluntary

By: Karen Louise Hewitt  
Notary Public for:

My Commission expires:

STATE OF OREGON )

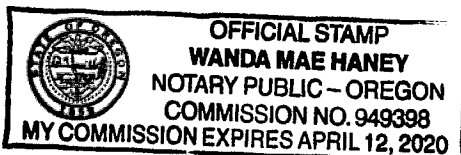
) ss.

County of Lincoln )

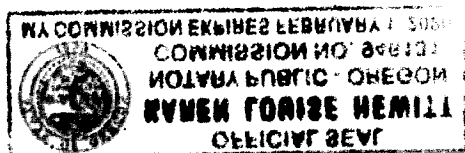
Personally appeared before me this 8<sup>th</sup> day of July, 2016,

Spencer Nebel, City Manager for the CITY OF NEWPORT and acknowledged the

foregoing instrument to be his/her and the CITY OF NEWPORT's voluntary act and deed, and accepted the easement on behalf of the CITY OF NEWPORT.



By: Wanda Mae Haney  
Notary Public for Oregon  
My Commission Expires:



# Exhibit Sketch Map

Located at:  
Section 8, Township 11 South, Range 11 West, W.M.  
City of Newport, Lincoln County, Oregon

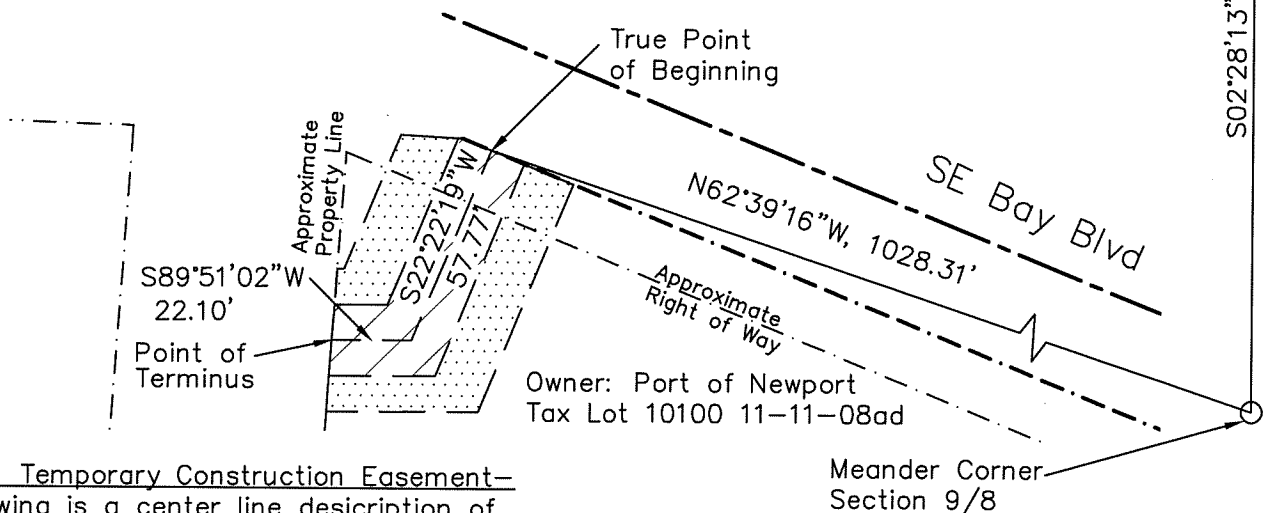
NW Corner  
Section 9



Parcel 1:  
Permanent Storm Drainage  
Easement—See Sketch 1 of 2



Parcel 2:  
Temporary Access  
Easement



## Parcel 2: Temporary Construction Easement—

The following is a center line description of a 50 foot wide, 25 feet on each side, for a proposed storm drain facility:

Beginning at the northwest corner Section 9 Township 11 South, Range 11 West, W.M.; thence South 02°28'13" West, 2490.74' to the Meander Corner between Sections 9/8; thence North 62°39'16" West, 1028.31' to a point on the south line of SE Bay Blvd and the True Point of Beginning; thence South 22°22'19" West, 57.77'; thence South 89°51'02" West, 22.10' to the point of terminus of this center line description. Excepting therefrom that property described in Parcel 1.

Extend or Truncate sidelines to terminate on the property lines.  
The area to which this description applies is 2129± Sq. Ft.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John R. Pariani*

OREGON  
July 13, 1999  
JOHN R. PARIANI  
#51382

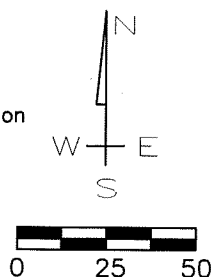
Renews: December 31, 2016

Temporary Construction Easement

## Pariani Land Surveying

P.O. Box 551  
Shady Cove, OR 97539  
541-890-1131

This sketch map is based upon record information and found monuments, but is not the result of a boundary survey.



Basis of bearing is filed survey 19803

Date: May 10, 2016	Scale: 1" = 50'	Job No.: 2012-095	Sheet: 2 of 2
-----------------------	--------------------	----------------------	------------------